

CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT



REQUEST FOR QUALIFICATIONS
FOR
ON-CALL TRAFFIC ENGINEERING
CONSULTING SERVICES

SUBMITTAL DEADLINE
October 25, 2006 @ 3:00 P.M. CDT

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I. BACKGROUND

The City of San Antonio, Public Works Department is requesting Statements of Qualifications from qualified Traffic Engineering firms/teams interested in providing “on-call” or “as-needed” services to supplement City of San Antonio Traffic Engineering resources for City owned facilities.

II. SCOPE OF SERVICES

The selected consultant(s) shall provide services and have staffing in accordance with the following Texas Department of Transportation (TxDOT) pre-certification working categories:

Transportation Systems Planning

1.4.1 Land Planning/Engineering

Roadway Design

4.1.1 Minor Roadway Design

Traffic Engineering Studies

7.1.1 Traffic Engineering Studies

7.3.1 Traffic Signal Timing

7.4.1 Traffic Control Systems Analysis, Design and Implementation

7.5.1 Intelligent Transportation System

Traffic Operations Design

8.1.1 Signing, Pavement Marking and Channelization

8.3.1 Signalization

8.4.1 ITS Control Systems Analysis, Design and Implementation

Bicycle and Pedestrian Facilities

9.1.1 Bicycle and Pedestrian Facility Development

Consultant(s) shall submit detailed information in support of the pre-certification qualifications claimed. Consultants may submit copies of TxDOT pre-certification forms and resumes of personnel detailing qualification and experience by pre-certification category.

The selected consultant(s) shall also:

- Be available to commence services as described herein immediately as needs arise.
- Be able to complete the project within the specified time.
- Be able to immediately assign qualified personnel necessary to perform and complete the traffic engineering assignment.

Traffic engineering services provided by the chosen firm/team will include but not be limited to field investigation and measurement, data collections, existing condition evaluation, calculations, development of alternatives, design, proposed improvement evaluation and recommendations, etc. necessary to complete the assignment. Periodic updates documenting field observations and service status must also be provided. The consultant(s) will serve as the liaison between the City of San Antonio, stakeholders, and other interested parties as needed. As part of these professional services, it

will be necessary for the consultant to document all activities and contacts, as well as to prepare the following documents:

- Preliminary documents, plans, and/or reports, as directed, which discuss findings and recommendations
- Final documents, plans, and/or reports, per City requirements
- Handouts and graphical displays for use at public meetings

Requirements for each task shall be detailed in the individual work order assigned. In the event additional services are required, the scope of services and any additional fees related to these services will be agreed upon by the City of San Antonio and the Consultant in advance of these services being performed.

The terms of the contract will initially be for one (1) year with an option to renew for one (1) year at the City's discretion as approved by the Director of Public Works. Work shall be authorized as projects are determined and funding is identified. However, the execution of an agreement does not guarantee any specific issuance of work to the selected consultant(s).

The estimated fee per project will vary, with a maximum contract amount of \$500,000 per year.

III. SCHEDULE

Submitted RFQs will be evaluated and selection made within 60-90 days.

IV. SUBMISSION REQUIREMENTS

Respondent's submittal shall include the following items in the following sequence:

1. Table of Contents
2. Interest Statement (Attachment #1)
3. Good Faith Effort Plan (Attachment #2)
Respondent shall complete the form and include it as part of the submittal. The printed policy is included herein for information purposes and does not need to be included as part of the submittal.
4. Discretionary Contracts Disclosure Statement (Attachment #3)
If Respondent is submitting as a joint venture, then all proposed parties to the contract with the City shall complete and return this form with the submission.
5. Litigation Disclosure Statement (Attachment #4)
Respondent is submitting as joint venture, then all proposed parties to the contract with the City shall complete and return this form with the submission.
6. Proof of Insurability (Attachment #5)
Respondent shall submit a Certificate of Insurance OR a letter from an insurance provider stating provider's commitment to insure the respondent for the types of coverage's and at the levels specified in this RFQ should the respondent be awarded a contract.

7. Signature Page (Attachment #6)

Respondent must complete and include the Signature Page with submittal. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities submitting the qualification statement. Submittals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.

8. Submittal Checklist (Attachment #7)

Respondent is expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S SUBMITTAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

V. PRE-SUBMISSION CONFERENCE

A Pre-submission Conference will be held at the **TransGuide Building, Training Room, 3500 N.W. Loop 410**, San Antonio, Texas, 78239, on **Wednesday, October 4, 2006 at 9:00 a.m.** **Attendance at this meeting is mandatory.** Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submission Conference in order to expedite the proceedings.

Any oral responses given by City staff at the pre-submission conference shall be tentative. A written summary of the pre-submission conference shall contain official responses, if any. Any oral response given at the pre-submission conference that is not confirmed in the written summary of the pre-submission conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or Agent of the City shall not be binding on the City.

The TransGuide Building is accessible to disabled persons and Disability parking is available at the front of the building. To arrange for special assistance to attend this meeting, please call the Disability Access Office at 207-7243. Requests for an interpreter for the hearing impaired must be received at least 48 hours prior to the meeting by calling 210-207-7245 V/TCC for assistance.

VI. SUBMISSION INSTRUCTIONS

- A. Respondent shall provide eight (8) copies of their submittal, **one (1) clearly marked, "Original" and signed in blue ink** and seven (7) duplicates. All copies must be submitted in a sealed package, clearly marked on the front of the package **"On-Call Traffic Engineering Consulting Services"**. All submittals must be received in the **City Clerk's Office no later than 3:00 p.m. local time, Wednesday, October 25, 2006** at the address below. Any submittal received after this time shall not be considered.

Mailing Address:

City Clerk's Office

Attn: Public Works Department, Contract Services Section

P.O. Box 839966

San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office

Attn: Public Works Department, Contract Services Section

100 Military Plaza

2nd floor, City Hall

San Antonio, Texas 78205

Submittals sent by facsimile or email will not be accepted.

- B. Submittal Format: Each submittal shall be typewritten and submitted on 8 ½" x 11" white paper. Font size shall be no less than 12-point type. Margins shall be no less than ¾" around the perimeter of each page, double-sided pages are encouraged. **Originals shall be easily identifiable and should be signed in blue ink.** Each page shall be numbered. Electronic files shall not be included as part of the submittal; compact disks and/or computer disks submitted, as part of the submittal shall not be considered. Each submittal must include the sections and attachments included herein as part of this RFQ, in the sequence listed in the Submission Requirements Section, and each section and attachment must be indexed with divider tabs and included in a Table of Contents page. **Failure to meet the above conditions may result in disqualification.**
- C. Respondents who submit responses to this RFQ shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include their 11-digit Texas Comptroller's Taxpayer Number or 9-digit Internal Revenue Service Taxpayer number on the Signature Page.
- If an entity is found to have incorrectly or incompletely stated it's name or failed to fully reveal its identity on the Signature Page, the Director of the Public Works Department shall have the discretion, at any point in the contracting process, to suspend consideration of the submittal.**
- D. All provisions in Respondent's submittal, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All submittals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the submittal, the Pre-Submission Conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

VII. COMMUNICATION GUIDELINES

Once the RFQ has been released, Respondents are prohibited from communicating with City staff regarding the RFQ, with the following exceptions:

- A. Questions concerning this RFQ shall be directed, in writing or via e-mail, to the Public Works Department / Contract Services Section, Attn: Nancy Sanchez, 114 West Commerce, San Antonio, TX 78205 or P.O. Box 839966, San Antonio, TX 78283-3966 or e-mail at nsanchez02@sanantonio.gov. There will be no direct responses to written questions or to e-mails, however, questions will be answered by posting an addendum to the RFQ on the City's website. Verbal questions and explanations are not permitted. No inquiries or questions will be answered if received after 3:00 p.m. on **Thursday, October 12, 2006** to allow ample time for amendments to this RFQ.
- B. Respondent shall not contact City employees regarding this RFQ before an award has been made, except as set out herein. Violation of this provision by Respondent or his agent may lead to disqualification of his submittal from consideration.
- C. The City reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiates with any Respondent if City deems such desirable.
- D. Respondents and/or their agents may contact the Small Business Outreach Office of the Economic Development Department for assistance or clarification in regards to issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Policy and/or the completion of the required List of Subcontractors form. Point of contact is Ms. Anita Uribe Martin, 210-207-3900 or aumartin@sanantonio.gov. Respondents and/or their agents may contact Ms. Martin at any time prior to the due date for the submission of qualification statements. Contacting her or her office regarding this RFQ after the due date is not permitted.

VIII. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFQ. The City may appoint a selection committee to perform the evaluation. Each submittal will be analyzed to determine overall responsiveness and qualifications under the RFQ. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, more than one, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

- A. Understanding of the Scope of Services (5%)
- B. Qualifications of Personnel Identified to Perform Work (20%)
- C. Similar Project Experience (20%)
- D. Ability to Complete the Project within the Specified Time Period by Demonstrating Immediate Availability of Sufficient Number of Personnel Experienced in the Traffic Engineering Disciplines Required on this Project (20%)
- E. Previous Project Performance (15%)
- F. Compliance with Small Business Economic Development Advocacy Regulations/Goals (20%)

Small Business Economic Development Advocacy Program (SBEDA):

- 1) A maximum of ten percentage (10) points for Local Business Enterprises (LBEs). Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).

- 2) A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs). A Historically Underutilized Enterprise (HUE) is defined in City Ordinance No. 96754, as a corporation, partnership, sole proprietorship, or other legal entity that qualifies as both a Minority Owned Business (MBE) and a Small Business Enterprise (SBE), or as both a Woman Business Enterprise (WBE) and an SBE, or as both an African American Business Enterprise (AABE) and an SBE.

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points).

HUEs must be certified by the City's certifying agency or approved by the Director of Economic Development or designee.

- 3) A maximum of five percentage (5%) points for Prime Contractor compliance with the Small Business Economic Development Advocacy (SBEDA) policy:
- i. One percent (1%) for submission/approval of the Good Faith Effort Plan.
 - ii. One percent (1%) for meeting/exceeding the MBE goal.
 - lii One percent (1%) for meeting/exceeding the WBE goal.
 - iv. One percent (1%) for meeting/exceeding the AABE goal.
 - v. One percent (1%) for meeting/exceeding the SBE goal.

Small Business Economic Development Advocacy (SBEDA) Goals are included as a part of this RFQ under the SBEDA Section, Item 3.

IX. ADDITIONAL INFORMATION

- A. City reserves the right to award one, more than one, or no contract(s) in response to this RFQ.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose submittal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFQ, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.
- E. City will require the selected Respondent(s) to execute the contract in substantially the form with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFQ does not commit City to enter into a Contract, award any services related to this RFQ, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. Prior to the commencement of any work under an AGREEMENT with the City, CONSULTANT shall furnish an original completed Certificate of Insurance to CITY's Public Works Department, and shall be clearly labeled "On-Call Traffic Engineering Consulting Services", which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to CITY. CITY shall have no duty to pay or perform under this AGREEMENT until such certificate shall have

been delivered to CITY's Public Works Department, and no officer or employees shall have authority to waive the requirement.

CONSULTANT's financial integrity is of interest to **CITY**, therefore, subject to **CONSULTANT's** right to maintain reasonable deductibles in such amounts as are approved by **CITY**, **CONSULTANT** shall obtain and maintain in full force and effect for the duration of an AGREEMENT with the City, and any extension hereof, at **CONSULTANT's** sole expense, insurance coverage written on an occurrence basis, except for professional liability, by companies authorized, approved or admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to **CITY**, in the following types and amounts:

1. Worker's Compensation Insurance Coverage

Statutory

a. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, SECTION 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, SECTION 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project; and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by Paragraphs above (1) thru (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation ** Employers' Liability **	Statutory \$500,000/\$500,000/\$500,000
2. Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations *b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	<u>For Bodily Injury and Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit for Bodily Injury and Property Damage</u> of \$1,000,000 per occurrence
4. Professional Liability (Claims Made Form)	\$100,000 per claim to pay on behalf of the insured all sums, which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.

CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by **CITY**. **CONSULTANT** shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to **CITY** at the address herein within 10 days of the requested change.

CONSULTANT agrees that with respect to the above required insurance; all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name **CITY** and its officers, employees, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with **CITY**, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where **CITY** is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of **CITY**.

When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by **CITY**, **CONSULTANT** shall notify **CITY** of such and shall give such notices not less than thirty (30) days prior to the change, if **CONSULTANT** knows of said change in advance, or ten (10) days notice after the change, if the **CONSULTANT** did not know of the change in advance. In the event of cancellation or non-renewal, such notice must be accompanied by a replacement Certificate of Insurance. All notices under this Article shall be given to **CITY** at the following addresses, and marked "**On-Call Traffic Engineering Consulting Services**":

City of San Antonio
Public Works Department
Contract Services Section
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
Risk Management
111 Soledad, 10th floor
San Antonio, Texas 78205

If **CONSULTANT** fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, **CITY** may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the AGREEMENT; however, procuring of said insurance by **CITY** is an alternative to other remedies **CITY** may have, and is not the exclusive remedy for failure of **CONSULTANT** to maintain said insurance or secure such endorsement. In addition to any other remedies **CITY** may have upon **CONSULTANT's** failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, **CITY** shall have the right to order **CONSULTANT** to stop work hereunder, and/or withhold any payment(s) which become due to **CONSULTANT** hereunder until **CONSULTANT** demonstrates compliance with the requirements hereof. A stop work order given to **CONSULTANT** by **CITY** in accordance with this Article shall not constitute a Suspension of Work pursuant to Article VIII, Section 8.7 of the AGREEMENT.

Nothing herein contained shall be construed as limiting in any way the extent to which **CONSULTANT** may be held responsible for payments of damages to persons or property resulting from **CONSULTANT's** or its subcontractors' performance of the work covered under any AGREEMENT entered into by **CITY** and **CONSULTANT**.

It is agreed that **CONSULTANT's** insurance shall be deemed primary with respect to any insurance or self insurance carried by **CITY** of San Antonio for liability arising out of operations under any AGREEMENT entered into by **CITY** and **CONSULTANT**.

- H. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent; child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- I. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- J. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date of the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk, if mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.
- K. Selected firm must be able to indemnify the City as stated in the following provision which will be Included in the professional services agreement:

CONSULTANT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT's activities under this AGREEMENT, including any acts or omissions of any agent, officer, director, representative, employee, CONSULTANT or subcontractors of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN

ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONSULTANT to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. CONSULTANT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

**CITY OF SAN ANTONIO
ENGINEER / ARCHITECT PROFESSIONAL SERVICE INTEREST STATEMENT**

“On-Call Traffic Engineering Consulting Services”

FIRM NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

1. JOINT VENTURE OR PARTNERSHIP. (If Joint Venture or Partnership, state below. Also list Prime firm/subfirm, amount of work to be shared and type of work. Attach organizational chart.)

2. SIZE OF FIRM: (San Antonio Office only). List only permanent employees receiving benefits as of the last full quarter prior to this submittal. (Do not include temporary employees nor contracted labor.)

	Professionals	Technicians or Para-Professionals	Administrative
Minorities/ Women:			
Other:			
Total:			

3. EQUIPMENT & FACILITIES: (List any special equipment or facilities available to do the required work accurately and expeditiously.)

4. PRINCIPAL IN CHARGE OF PROJECT: (State amount of time devoted to the project. List education, registration and experience.)

5. ENGINEER/ARCHITECT TO BE IN CHARGE OF THIS PROJECT: (Give qualifications and experience for this type of work, to include education and registration.)

6. OTHER ENGINEERS/ARCHITECTS OR PARA-PROFESSIONALS TO BE INVOLVED IN THIS PROJECT: (List education, registration and experience as applicable.)

7. OTHER PROFESSIONALS WHO WILL BE INVOLVED IN THE DESIGN OF THIS PROJECT: (Give qualifications and brief experience. List subcontractors if applicable, their area of responsibility and experience.)

8. List projects, which reflect firm's prior cooperative efforts.

9. GIVE A BRIEF DESCRIPTION OF FIRM'S QUALIFICATIONS: (Be specific for area of work involved in this project. Also include dates and facility owner/representative for reference discussions.)

10. FIRM'S AVAILABILITY: (When can firm start work? Is there any concurrent commitment that would impede progress on this project, i.e. other jobs?)

11. CAN YOU MEET THE PROPOSED TIME SCHEDULE FOR DESIGN OF THIS PROJECT?
_____YES _____NO

12. WHERE IS THE COMPANY'S CORPORATE HEADQUARTERS LOCATED?

13. a) DOES THE COMPANY HAVE AN OFFICE LOCATED IN SAN ANTONIO, TEXAS?
_____YES _____NO

b) IF THE ANSWER TO THE PREVIOUS QUESTION IS "YES", HOW LONG HAS THE
COMPANY CONDUCTED BUSINESS FROM ITS SAN ANTONIO OFFICE?
_____YEARS _____MONTHS

c) STATE THE NUMBER OF FULL-TIME EMPLOYEES AT THE SAN ANTONIO OFFICE:

14. a) IF THE COMPANY DOES NOT HAVE A SAN ANTONIO OFFICE, DOES THE COMPANY
HAVE AN OFFICE LOATED IN BEXAR COUNTY, TEXAS?
_____YES _____NO

b) IF THE ANSWER TO THE PREVIOUS QUESTION IS "YES", HOW LONG HAS THE
COMPANY CONDUCTED BUSINESS FROM ITS SAN ANTONIO OFFICE?
_____YEARS _____MONTHS

c) STATE THE NUMBER OF FULL-TIME EM0PLOYEES AT THE SAN ANTONIO OFFICE:

15. PAST CLIENT REFERENCES:

16. MUNICIPAL REFERENCES:

17. HAVE YOU BEEN INVOLVED IN LITIGATION OR FILED A CLAIM OR LAWSUIT WITHIN THE
PAST FIVE (5) YEARS?
_____YES _____NO

18. ARE THERE ANY JUDGMENTS, CLAIMS OR SUITS PENDING OR OUTSTANDING AGAINST YOUR ORGANIZATION OR ITS OFFICERS?

19. IF SO, WHAT WAS/IS THE RESULT/OUTCOME?

20. HAS THE COMPANY OR ANY OF ITS PRINCIPALS BEEN DEBARRED OR SUSPENDED FROM CONTRACTING WITH ANY PUBLIC ENTITY?

_____YES _____NO

21. IF YES, IDENTIFY THE PUBLIC ENTITY AND THE NAME AND CURRENT PHONE NUMBER OF A REPRESENTATIVE OF THE PUBLIC ENTITY FAMILIARY WITH THE DEBARMENT OR SUSPENSION, AND STATE THE REASON FOR, OR THE CIRCUMSTANCES SURROUNDING THE DEBARMENT OR SUSPENSION, INCLUDING BUT NOT LIMITED TO THE PERIOD OF TIME FOR SUCH DEBARMENT OR SUSPENSION.

NAME: _____

PHONE NUMBER: _____

REPRESENTATIVE: _____

REASON FOR DEBARMENT/SUSPENSION: _____

22. OTHER COMMENTS:

23. INDICATE CONTACT PERSON WHOM THE CITY CAN CALL UPON CONCERNING YOUR PROPOSAL OR SETTING DATES FOR MEETINGS:

NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

NOTE: All submissions relative to this Interest Statement shall become the property of the City of San Antonio and are non-returnable.

This RFQ does not commit the City to enter into a contract or provide reimbursement of any costs associated with this overall selection process. Final approval of professional services contract is subject to City Council approval. Any and all information/charts/graphs, etc. produced as a result of this service (if selected) shall be the exclusive property of the City without restriction on usage.

Any and all costs associated with the preparation of any report or proposal in response to this RFQ shall be borne by the respondent.

Respondent acknowledges that all information submitted will be retained by City and is subject to the Open Records Act.

THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature of Principal

Print Name

Date

Small Business Economic Development Advocacy (SBEDA) ***For Use with Contracts Over \$200,000***

1. Small Business Participation

It is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. DEFINITIONS related to the Small Business Program Provisions:

- a. **Small Business Program:** The Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** A corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** A corporation, partnership, sole proprietorship, or other legal entity, which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** A sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** A sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE):** A sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

3. Goals for Small Business Participation

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, Prime Contractor X submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). Prime Contractor X also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, Prime Contractor X also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as a AABE Business). Prime Contractor X is also classified as a local SBE. Prime Contractor X's compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE.

Prime Contractor Y compliance with the Small Business goals would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. Good Faith Effort Required

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP and does not receive approval of the GFEP by the Economic Development Department shall be declared non-responsive, and excluded from consideration.**

5. MBE-WBE-AABE Certification Required

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. Small Business Program Information

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy. Please call (210) 207-3900 or FAX: (210) 207-3909.

**GOOD FAITH EFFORT PLAN
(FOR CONTRACTS \$200,000 OR GREATER)**

NAME OF PROJECT: _____

BIDDER/PROPOSER INFORMATION:

Name of Bidder/Proposer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail address: _____

Is your firm certified? _____ Yes _____ No (If yes, please submit Certification Certificate.)

1. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME & ADDRESS OF SUBCONTRACTOR'S/ SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE- AABE- SBE CERTIFICATION NUMBER

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization could be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Affirmed List of Subcontractors/Suppliers form).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBE's.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE SBE's.

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE

PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval_____ Denial_____

Action Taken: Approved_____ Denied_____

DIRECTOR OF ECONOMIC DEVELOPMENT

DATE

CITY OF SAN ANTONIO

Discretionary Contracts Disclosure

*For use of this form, see [Section 2-59 through 2-61 of the City Code \(Ethics Code\)](#)
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.*

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☐ **No partner, parent or subsidiary; or**

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☐ **No subcontractor(s); or**

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☐ **No lobbyist or public relations firm employed; or**

List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☐ **No contributions made; If contributions made, list below:**

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☐ **Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or**

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:	Title: Company or D/B/A:	Date:
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² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

CITY OF SAN ANTONIO Litigation Disclosure

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered “YES” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

Company Name

Signature of Principal

Print Name of Principal

Title of Principal

Date

CITY OF SAN ANTONIO SIGNATURE PAGE

“On-Call Traffic Engineering Consulting Services”

“✓” Check box that indicates business structure for Respondent.

☐ Individual or Proprietorship

☐ Partnership or Joint Venture

☐ Corporation

The undersigned certifies that (s) he is _____ (title) of the Respondent entity named below; that (s) he is designated to sign this Signature Page (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s) he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions required by this RFQ, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Texas Comptroller's Taxpayer Number and 9-digit Internal Revenue Service Taxpayer Number for the entity is:

11-digit Texas Comptroller's Taxpayer Number

Employer Identification Number
(9-digit Internal Revenue Service Taxpayer Number)

Respondent Organization Name
(DBA also required if Individual or Proprietorship)

BY: _____
Signature

Print Name

Title

Date

BY: _____
Signature

Print Name

Title

Date

(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required.)

By signature above, Respondent agrees to the following:

1. If awarded a contract in response to this RFQ, Respondent will be able and willing to execute a contract with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with the insurance and indemnification requirements in Section VIII.
3. If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's submittal and during selection process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

CITY OF SAN ANTONIO SUBMITTAL CHECKLIST

“On-Call Traffic Engineering Consulting Services”

This checklist is to help the Respondent ensure that all required documents have been included in its submittal.

Documents	Check or Initial to indicate documents are attached to Submittal
Table of Contents	
* Interest Statement (Attachment #1)	
* Good Faith Effort Plan (Attachment #2)	
* Discretionary Contracts Disclosure Statement (Attachment #3)	
* Litigation Disclosure Statement (Attachment #4)	
Proof of Insurability (Attachment #5)	
* Signature Page (Attachment #6)	
Submittal Checklist (Attachment #7)	

NOTES:

1. 8 Copies of the Submittal are required (1 of which has original signatures in blue ink, and marked as “Original”).
2. Documents marked with an asterisk (*) on this checklist require a signature. Be sure they are signed prior to submittal; otherwise, your submission may be declared non-responsive.
3. For those firms not eligible for Certification as a Small, Disadvantaged, Minority, and/or Women-owned Business, please include a statement that the attachment is not applicable.